

GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS – ATTACHMENT I

When the Order includes Products which are for use in connection with a U.S. Government prime contract or subcontract, the following additional terms and conditions shall apply as required by the terms of the prime contract or by operation of law or regulation. Buyer is flowing down to Seller certain provisions and clauses from the Federal Acquisition Regulations (FAR), Department of Defense FAR Supplement (DFARS), or NASA FAR Supplement (NFS) (collectively, "FAR Clauses"). These FAR Clauses are hereby incorporated by reference, as applicable, and in the manner set forth below, as modified by any parenthetical information. FAR Clauses inapplicable to the performance of this Order under Buyer's Government contract are self-deleting. If the substance of a FAR Clause is different than the substance of the clause actually incorporated in Buyer's Government contract, then the substance of the clause actually incorporated in Buyer's Government contract shall apply instead. The parties hereby agree to include in these Supplemental Terms and Conditions any additional or revised FAR Clauses incorporated in Buyer's Government contract that are applicable to the performance of this Order. The parties shall handle any amendments to these Supplemental Terms and Conditions under Clause 10, Changes. Seller shall flow down to its lower-tier subcontractors all applicable FAR Clauses and any other requirements of this Order and applicable law so as to enable and ensure that Buyer and Seller comply with all applicable requirements of Buyer's Government contract. It is intended by the parties that these FAR Clauses shall apply to Seller in such manner as is necessary to reflect the position of Seller as a subcontractor to Buyer, and to insure Seller complies with its obligations to Buyer and to the Government, and to enable Buyer to meet its own contract obligations to the Government. Consequently, in interpreting and applying FAR Clauses flowed down to Seller, and as context requires, the terms "Contractor" and "Offeror" shall mean Seller, the term "Contract" shall mean this Order, and the term "Government", "United States", "Contracting Officer", "Administrative Contracting Officer" and equivalent phrases shall mean Buyer and/or Buyer's Procurement Representative. In addition, the term "Commercial Item" means a commercial item as defined in [FAR 2.101](#). However, as an exception to the foregoing, the terms "Government" and "Contracting Officer" do not change in the following circumstances:

- (a) in the phrases "Government Property", "Government-Furnished Property" and "Government-Owned Property";
- (b) in the patent rights clauses incorporated herein, if any;
- (c) when a right, act, authorization or obligation can be granted or performed only by the Government or a Contracting Officer or his/her duly-authorized representative;
- (d) when title to property is to be transferred directly to the Government; and
- (e) when access to proprietary financial information or other proprietary data is required, except as otherwise provided in this Order.

FAR Clauses flowed down by Buyer to Seller pursuant to this provision may require submission of certificates. All such required representations and certifications made by Seller in connection with these FAR Clauses, including all such certifications submitted by Seller with its offer, are hereby incorporated in this Order by reference. Seller shall, with respect to applicable FAR Clauses flowed down pursuant to this provision, furnish to Buyer (or directly to the Government upon request of Buyer) any certificate required to be furnished by any FAR Clause and any certificate required by any further U.S. law, ordinance, or regulation with respect to Seller's compliance with the terms and provisions of U.S. laws, ordinances, or regulations. As used in this paragraph, the word "certificate" shall include any plan or course of action or record keeping function, as, for example, a small business subcontracting plan for which flow down is required.

Seller shall indemnify, hold Buyer harmless, and at Buyer's election, defend Buyer and its Customer(s) and their respective officers, directors, employees, and agents from and against any price reduction in Buyer's contract, as well as Buyer's reasonable attorney fees and other direct costs to defend contract claims from Buyer's Customers when said reduction is attributable to the failure of Seller or Seller's Suppliers at any tier to properly discharge applicable duties under the Truth in Negotiation Act, Cost Accounting Standards and other applicable clauses incorporated by reference in accordance with this provision. These Supplemental Terms and Conditions are in addition to and not in derogation of the General Terms and Conditions and any "other" terms and conditions of this Order; however, in the event that any Supplemental Term or Condition is determined to be inconsistent with any printed General Term or Condition or any "other" term and condition of this Order, the Supplemental Term or Condition shall govern.

I. FAR (48 CFR Chapter 1) Clauses Incorporated by Reference (Specific applicability stated within parentheses.)

A. GENERAL – FOR ALL APPLICABLE ORDERS

- 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements – Representation (Applicable to all Solicitations except those for a personal services contract with an individual)
- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
- 52.204-2 Security Requirements (Applicable if Order requires access to classified information excluding any reference to any changes clause in the prime contract.)
- 52.204-9 Personal Identity Verification of Contractor Personnel (Applicable if Seller will have routine physical access to a federally-controlled facility and/or routine access to a federally-controlled information system.)
- 52.204-11 American Recovery and Reinvestment Act – Reporting Requirements (Applicable if contract is funded in whole or in part with Recovery Act funds.)
- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Applicable to all Orders, except commercially available off-the-shelf items, in which Seller may have Federal contract information residing in or transiting through its information systems.)
- 52.211-5 Material Requirements
- 52.215-22 Limitations on Pass-Through Charges – Identification of Subcontract Effort
- 52.222-1 Notice to the Government of Labor Disputes
- 52.222-20 Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000
- 52.222-21 Prohibition of Segregated Facilities
- 52.222-26 Equal Opportunity (Applicable for all Orders and for subparagraphs (c)(1) through (11) only.)
- 52.222-41 Service Contract Act of 1965 (Applicable if this Order/Contract is subject to the Service Contract Act.)
- 52.222-50 Combating Trafficking in Persons
- 52.222-54 Employment Eligibility Verification (Applicable if this Order; (1) is for commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item) or construction; (2) has a value of more than \$3,500; and (3) includes work performed in the United States.)
- 52.222-62 Paid Sick Leave Under Executive Order 13706 (Applicable if the prime contract includes 52.222-6, Construction Wage Rate Requirements, or 52.222-41, Service Contract Labor Standards, where work is to be performed, in whole or in part, in the United States (the 50 States and the District of Columbia)).
- 52.223-3 Hazardous Material Identification and Material Safety Data (Applicable if this Order involves hazardous material.)
- 52.223-11 Ozone-Depleting Substances (Applicable if the Products were manufactured with or contain ozone-depleting substances.)
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving
- 52.224-3 Privacy Training (Applicable for all Orders when the Supplier employees will; (a) Have access to a system of records; (b) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (c) Design, develop, maintain, or operate a system of records.)
- 52.225-1 Buy American Act—Supplies (Applicable if the Seller's products contain other than domestic components.)
- 52.225-13 Restrictions on Certain Foreign Purchases
- 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (Applicable if Sellers' personnel are performing work OCONUS in an area designated for contingency operations, humanitarian/peacekeeping operations, or military exercises, or when supporting a diplomatic/consular mission.)
- 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan – Certification
- 52.227-1 Authorization and Consent (Applicable if the prime contract contains this clause.)

A. GENERAL – FOR ALL APPLICABLE ORDERS (continued)

- 52.227-10 Filing of Patent Applications -- Classified Subject Matter (Applicable if Sellers products or any patent application may cover classified subject matter.)
- 52.227-11 Patent Rights -- Ownership by the Contractor (Applicable if this Order includes, at any tier, experimental, developmental or research work, and Seller is a small business or domestic nonprofit organization.)
- 52.227-13 Patent Rights -- Ownership by the Government (Applicable if this Order/Contract is for experimental, developmental, or research work and made applicable by FAR 27.303 (c)(1) or Buyer's Prime Contract. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the Buyer's Procurement Representative identified on the face of this Order.)
- 52.227-14 Rights in Data -- General (Applicable if data will be produced, furnished or acquired under this Order.)
- 52.227-16 Additional Data Requirements
- 52.228-3 Workers Compensation Insurance (Defense Base Act) (Applicable if the requirements at FAR 28.309(a) applies to this Contract.)
- 52.228-4 Workers Compensation and War-Hazard Insurance Overseas (Applicable if the requirements as FAR 28.309(b) apply to this Contract.)
- 52.232-17 Interest (Seller shall indemnify Buyer for all interest assessed under this clause for Seller or its low-tier subcontractors' acts or omissions. Applicable unless any of the categories specified in FAR 32.611(a) applies.)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Applicable for small business subcontractors.)
- 52.234-1 Industrial Resources Developed Under Defense Production Act Title III
- 52.242-15 Stop-Work Order
- 52.244-6 Subcontracts for Commercial Items
- 52.245-1 Government Property (Alternates 1 and 2 apply. Applicable if Government property is furnished in the performance of this Contract. Substitute "Buyer" for "Government" or "United States" as applicable throughout this clause, except in the phrases "Government property," "Government-furnished property," and in references to title to property. Substitute "Procurement Representative" for "Contracting Officer," "Administrative Contracting Officer," and "ACO" throughout this clause. The following is added as paragraph (n): Seller shall provide to Buyer immediate notice of any disapproval, withdrawal of approval, or non-acceptance by the Government of its property control system.)
- 52.247-63 Preference for U.S.-Flag Air Carriers (Applicable if this Order involves international air transportation.)
- 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels

B. ALL ORDERS EQUAL TO OR GREATER THAN \$10,000

- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act
- Section 503 of Rehabilitation Act** **Equal Employment Opportunity (EEO) Clause – This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

C. ALL ORDERS EQUAL TO OR GREATER THAN \$15,000

- 52.222-36 Equal Opportunity for Workers With Disabilities

D. ALL ORDERS EQUAL TO OR GREATER THAN \$35,000

- 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Applicable if not a subcontract for commercial items)

E. ALL ORDERS EQUAL TO OR GREATER THAN \$100,000

- VEVRAA** **Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) Equal Employment Opportunity (EEO) Clause – This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5 (a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

F. ALL ORDERS EQUAL TO OR GREATER THAN \$150,000

- 52.202-1 Definitions
- 52.203-3 Gratuities (Except Orders for personal services and those between military departments or defense agencies and foreign governments that do not obligate any funds appropriated to the Department of Defense.)
- 52.203-5 Covenant Against Contingent Fees (Except Orders for commercial items (see FAR Parts 2 and 12).)
- 52.203-6 Restrictions on Subcontractor Sales to the Government
- 52.203-7 Anti-Kickback Procedures (Delete paragraph (c)(1). In (c)(2), a copy of such reports must also be provided to Buyer. Buyer will have the right to withhold from Seller, the amount, if any, that the Contracting Officer directs Buyer to withhold from Seller or any amounts the Government withholds from Buyer as a result of Seller's violation of this clause.)
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Applicable if Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this Order.)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity
- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions
- 52.203-16 Preventing Personal Conflicts of Interest (Applicable if Seller will perform acquisition functions closely associated with inherently governmental functions)
- 52.215-2 Audit and Records – Negotiation (Clause shall not only retain the original meaning of those terms as written in FAR, but shall also mean Buyer.)
- 52.215-14 Integrity of Unit Prices (Excluding paragraph (b).)
- 52.219-8 Utilization of Small Business Concerns
- 52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation (Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this FAR clause.)
- 52.222-17 Non-Displacement of Qualified Workers (Applicable for non-exempted service contracts that succeed contracts for the same work at the same location.)
- 52.222-35 Equal Opportunity for Veterans
- 52.222-37 Employment Reports on Veterans
- 52.225-8 Duty-Free Entry
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Applicable If the prime contract contains FAR 52.227-1.)
- 52.228-5 Insurance -- Work on a Government Installation
- 52.242-13 Bankruptcy (Within the clause, replace "government" with "Buyer".)
- 52.244-2 Subcontracts
- 52.248-1 Value Engineering
- 52.249-2 Termination for Convenience of the Government (Fixed-Price) (Applicable for fixed price type Orders. In paragraph (c), change "120 days" to "45 days"; in paragraph (d) "15 days" is changed to "30 days", and "45 days" is changed to "60 days"; in paragraph (e) change "1 year" to "60 days"; paragraph (j) is deleted; in paragraph (l) change "90 days" to "45 days".)

G. ALL ORDERS EQUAL TO OR GREATER THAN \$500,000

- 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (Applicable for all Solicitations which may be performed outside the United States and is not entirely for commercially available off-the-shelf items.)

H. ALL ORDERS EQUAL TO OR GREATER THAN \$700,000

- 52.219-9 Small Business Subcontracting Plan (Applicable when Seller is not a small business.)

H. ALL ORDERS EQUAL TO OR GREATER THAN \$700,000 (continued)

52.219-16 Liquidated Damages -- Subcontracting Plan (Applicable when Seller is not a small business.)

I. ALL ORDERS EQUAL TO OR GREATER THAN \$750,000

52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (Clause shall not only retain the original meaning of those terms as written in FAR, but shall also mean Buyer.)

52.215-11 Price Reduction for Defective Certified Cost or Pricing Data -- Modifications (Clause shall not only retain the original meaning of those terms as written in FAR, but shall also mean Buyer.)

52.215-12 Subcontractor Certified Cost or Pricing Data

52.215-13 Subcontractor Certified Cost or Pricing Data -- Modifications (Applicable if Order is not otherwise exempt under FAR 15.403.)

52.215-15 Pension Adjustments and Asset Reversions (Applicable if Order meets the applicability requirements of FAR 15.408(g).)

52.215-16 Facilities Capital Cost of Money (Applicable if Order is subject to the Cost Principles at FAR Subpart 31.2 and Seller proposed facilities capital cost of money in its offer.)

52.215-17 Waiver of Facilities Capital Cost of Money (Applicable if Order is subject to the Cost Principles at FAR Subpart 31.2 and Seller did not propose facilities capital cost of money in its offer.)

52.215-18 Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other Than Pensions (Applicable if this Order/Contract meets the applicability requirements of FAR 15.408(j).)

52.215-19 Notification of Ownership Changes (Applicable if Order meets the applicability requirements of FAR 15.408(k).)

52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data

52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications

52.215-23 Limitations on Pass-Through Charges

52.230-2 Cost Accounting Standards (Clause excluding paragraph (b).)

52.230-3 Disclosure and Consistency of Cost Accounting Practices (Applicable if this Contract value is more than \$750,000 but less than \$50 million and the Seller is eligible for and elects to use modified CAS Coverage in accordance with FAR 30.201-4(b)(1).)

52.230-6 Administration of Cost Accounting Standards (Applicable for subcontracts containing the clause or substance of the clause at FAR 52.230-4 or FAR 52.230-5)

J. ALL ORDERS EQUAL TO OR GREATER THAN \$5,500,000

52.203-13 Contractor Code of Business Ethics and Conduct (Applicable if the Orders period of performance is more than 120 days.)

52.203-14 Display of Hotline Poster(s) (Applicable except if the Order is for the acquisition of a commercial item or is performed entirely outside the United States.)

K. ALL ORDERS EQUAL TO OR GREATER THAN \$10,000,000

52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation

L. ALL DPAS RATED ORDERS

52.211-15 Defense Priority and Allocation Requirements (Applicable if a priority rating is noted within this Order.)

II. In addition to those Supplemental Terms and Conditions for Fixed Price Orders set forth above, the following additional FAR Clauses apply to Fixed Price Orders.

52.227-9 Refund of Royalties (Applicable for all fixed price Orders when reported royalty exceeds \$250.)

52.242-1 Notice of Intent to Disallow Costs (Applicable if Order is cost reimbursable, fixed-price incentive or contract with price redetermination.)

52.243-1 Changes -- Fixed-Price (Applicable for all fixed price Orders, except within paragraph (c) change "30 days" to "20 days", and within paragraph (e) delete the first sentence.)

52.246-2 Inspection of Supplies -- Fixed-Price (Applicable for fixed price type Orders.)

52.246-4 Inspection of Services -- Fixed-Price (Applicable for fixed price type Orders.)

52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form) (Applicable for fixed price type Orders less than \$150,000.)

52.249-2 Termination for Convenience of the Government (Fixed-Price) (Applicable for fixed price type Orders equal to or greater than \$150,000. In paragraph (c), change "120 days" to "45 days"; in paragraph (d) "15 days" is changed to "30 days", and "45 days" is changed to "60 days"; in paragraph (e) change "1 year" to "60 days"; paragraph (j) is deleted; in paragraph (l) change "90 days" to "45 days".)

52.249-4 Termination for Convenience of the Government (Services) (Short Form) (Applicable for fixed price type services Orders.)

III. In addition to those clauses set forth above, the following additional FAR Clauses apply to Cost-Reimbursable, Time-and-Materials and/or Labor-Hour Orders.

52.216-7 Allowable Cost and Payment (Applicable if Order is cost reimbursable or time and materials type.)

52.216-8 Fixed Fee (Applicable if Seller is entitled to receive a fixed fee under the Order.)

52.216-10 Incentive Fee (Applicable if Seller is entitled to receive an incentive fee under the Order.)

52.232-7 Payments Under Time-and-Materials and Labor-Hour Contracts (Applicable for time-and-materials and labor-hours Orders only.)

52.232-20 Limitation of Cost (Applicable for cost reimbursable type Orders.)

52.232-22 Limitation of Funds (Applicable for incrementally funded, cost reimbursable type Orders.)

52.242-1 Notice of Intent to Disallow Costs (Applicable if Order is cost reimbursable, fixed-price incentive or contract with price redetermination.)

52.243-2 Changes -- Cost-Reimbursement (Applicable for all cost reimbursable Orders except, within paragraph (c) change "30 days" to "20 days", and within paragraph (d) delete the first sentence.)

52.246-3 Inspection of Supplies -- Cost-Reimbursement (Applicable for cost reimbursement type Orders.)

52.246-5 Inspection of Services -- Cost-Reimbursement (Applicable for cost reimbursement type Orders.)

52.249-6 Termination (Cost-Reimbursement) (Applicable for cost reimbursement type Orders. Also in paragraph (d) change "120 days" to "45 days"; in paragraph (e) "15 days" is changed to "30 days", and "45 days" is changed to "60 days"; in paragraph (f) change "1 year" to "60 days"; and paragraph (j) is deleted)

IV. DFARS (48 CFR Chapter 2) Clauses Incorporated by Reference (Specific applicability stated within parentheses.)

A. GENERAL -- FOR ALL APPLICABLE ORDERS

252.203-7002 Requirement to Inform Employees of Whistleblower Rights

252.204-7000 Disclosure of Information

252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (Applicable for all Orders for services that include support for the U.S. Government's activities related to safeguarding covered defense information and cyber incident reporting.)

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (Applicable for all Orders if covered defense information is resident or transiting on or through Seller's information systems. In paragraph (c)(1)(ii), add "and to Textron Systems' Procurement Representative" to the end of the sentence.)

252.211-7003 Item Identification and Valuation

252.211-7007 Reporting of Government-Furnished Property

252.222-7000 Restrictions on Employment of Personnel

252.223-7001 Hazard Warning Labels

252.223-7002 Safety Precautions for Ammunition and Explosives (Applicable for all Orders that involve ammunition or explosives.)

252.223-7003 Change in Place of Performance--Ammunition and Explosives (Applicable for all Orders that involve ammunition or explosives.)

252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials

252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials -- Alternate I (Applicable When the Secretary of the Military Department issues a determination under the exception at DFARS 223.7104(a)(10))

252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives

252.223-7008 Prohibition of Hexavalent Chromium

252.225-7001 Buy American and Balance of Payments Program

A. GENERAL – FOR ALL APPLICABLE ORDERS (continued)

- 252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (Applicable for all Orders if Seller is supplying items on the U.S. Munitions List.)
- 252.225-7008 Restriction on Acquisition of Specialty Metals (Applicable if Seller is supplying items which contain specialty metals.)
- 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (Paragraph (d) is deleted)
- 252.225-7010 Commercial Derivative Military Article—Specialty Metals Compliance Certificate (Applicable if DFAR 252.225-7009 is applicable and commercial derivative military Articles will be delivered under this Contract.)
- 252.225-7013 Duty-Free Entry
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings
- 252.225-7019 Restriction on Acquisition of Foreign Anchor and Mooring Chain
- 252.225-7021 Trade Agreements (Applicable if the Order contains other than U.S.-made, qualifying country, or designated country end products. Applicable in lieu of FAR 52.225-5.)
- 252.225-7025 Restriction on Acquisition of Forgings
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments
- 252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate
- 252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States
- 252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States
- 252.225-7048 Export-Controlled Items
- 252.227-7013 Rights in Technical Data--Noncommercial Items
- 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
- 252.227-7015 Technical Data--Commercial Items
- 252.227-7016 Rights in Bid or Proposal Information
- 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions
- 252.227-7018 Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program
- 252.227-7019 Validation of Asserted Restrictions--Computer Software
- 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (Applicable for Orders when DFARS 252.227-7013 or DFARS 252.227-7014 are used and/or referenced within the prime contract.)
- 252.227-7026 Deferred Delivery of Technical Data or Computer Software
- 252.227-7027 Deferred Ordering of Technical Data or Computer Software
- 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government
- 252.227-7030 Technical Data--Withholding of Payment (Applicable for Orders when DFARS 252.227-7013 is used and/or referenced within the prime contract.)
- 252.227-7032 Rights in Technical Data and Computer Software (Foreign) (Applicable for all Orders with foreign contractors to be performed overseas, except Canada.)
- 252.227-7033 Rights in Shop Drawings
- 252.227-7037 Validation of Restrictive Markings on Technical Data (Applicable for all Orders when DFARS 252.227-7013, DFARS 252.227-7014 or DFARS 252.227-7015 are used and/or referenced within the prime contract.)
- 252.227-7038 Patent Rights—Ownership by the Contractor (Large Business) (Applicable for all Orders for experimental, developmental, or research work or construction that includes experimental, development or research work to be performed by a large business for a Defense agency.)
- 252.227-7039 Patents--Reporting of Subject Inventions
- 252.228-7001 Ground and Flight Risk
- 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
- 252.229-7011 Reporting of Foreign Taxes – U.S. Assistance Programs (Applicable for all Orders if Contract is funded with U.S. assistance appropriations provided in the annual foreign operations appropriations act.)
- 252.235-7003 Frequency Authorization
- 252.239-7010 Cloud Computing Services (Applicable for all Orders if Seller expects to use, involve, or may involve, cloud services)
- 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services (Applicable if this Order requires securing telecommunications.)
- 252.239-7018 Supply Chain Risk (Applicable when Order includes products or services involving "information technology" as defined by clause.)
- 252.243-7001 Pricing of Contract Modifications
- 252.244-7000 Subcontracts for Commercial Items
- 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property

- 252.246-7001 Warranty of Data (Applicable for all Orders. Additional liability provisions at paragraph (d)(3) are applicable only if the Alternate I or II version of this clause is included in the prime contract.)
- 252.246-7003 Notification of Potential Safety Issues
- 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (Applicable for all subcontracts for electronic parts or assemblies containing electronic parts)
- 252.246-7008 Sources of Electronic Parts (Applicable to all Solicitations/Orders including subcontracts for commercial items that are for electronic parts or assemblies containing electronic parts, unless the subcontractor is the original manufacturer.)
- 252.247-7023 Transportation of Supplies by Sea
- 252.247-7024 Notification of Transportation of Supplies by Sea

B. ALL ORDERS EQUAL TO OR GREATER THAN \$35,000

- 252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country

C. ALL ORDERS EQUAL TO OR GREATER THAN \$150,000

- 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Within the clause, delete paragraph (g).)
- 252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material
- 252.222-7007 Representation Regarding Combating Trafficking in Persons
- 252.225-7012 Preference for Certain Domestic Commodities
- 252.249-7002 Notification of Anticipated Contract Termination or Reduction (Applicable to all Orders of \$650,000 or more when Seller is first-tier subcontractor or Orders on of \$150,000 or more when Seller is lower-tier subcontractor.)

D. ALL ORDERS EQUAL TO OR GREATER THAN \$500,000

- 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns

E. ALL ORDERS EQUAL TO OR GREATER THAN \$700,000

- 252.219-7003 Small Business Subcontracting Plan (DoD Contracts)
- 252.225-7004 Report of Intended Performance Outside the United States and Canada – Submission after Award

F. ALL ORDERS EQUAL TO OR GREATER THAN \$750,000

- 252.215-7000 Pricing Adjustments
- 252.215-7002 Cost Estimating System Requirements
- 252.231-7000 Supplemental Cost Principles

G. ALL ORDERS EQUAL TO OR GREATER THAN \$1,000,000

- 252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements
- 252.225-7033 Waiver of United Kingdom Levies (Applicable if Order is with UK Sellers.)

H. ALL ORDERS EQUAL TO OR GREATER THAN \$1,500,000

- 252.211-7000 Acquisition Streamlining

I. ALL ORDERS EQUAL TO OR GREATER THAN \$5,500,000

- 252.203-7004 Display of Fraud Hotline Poster(s)

J. ALL ORDERS EQUAL TO OR GREATER THAN \$50,000,000

- 252.234-7004 Cost and Software Data Reporting System

The Federal Acquisition Regulations, DoD FAR Supplement, and Federal and Defense Acquisition Supplements are available from the address below or the [Hill AFB FAR](#) website.

The Superintendent of Documents
U.S. Printing Office
Washington, DC 20401